IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

SUMMONS FOR JUDGMENT NO.59 OF 2006

IN

SUIT NO.3497 OF 2005

...

Rasiklal Amrutlal Shah ...Plaintiff

v/s.

M/s.U.B. Rasain & Anr. ...Defendants

...

Mr.R.L.Dharia for the Plaintiff.

Ms.Seema Singh i/b Dr.M.Shah Alam Khan for the Defendants.

...

CORAM: D.K.DESHMUKH, J.

DATED: 19TH JUNE, 2006

P.C.:

The suit of the Plaintiff is based on the bills of exchange, copy of which is produced. The Defendant has paid the amount of interest by cheques from time to time.

. The first defence of the Defendant is that the suit is barred by the provisions of the Money Lenders Act. As the suit is based on bill of exchange, there is no question of there is any bar of Money Lenders Act.

. The next defence is that the Defendant never signed the bill of exchange. That the bill of exchange is bogus document. But there is no explanation given, if the bill of exchange is bogus and was not signed by the Defendant, why from time to time interest was paid by cheques.

. The third defence is that the broker has not been joined as a necessary party. But one does not find

any explanation as to how broker becomes the necessary party to the suit.

. It is clear that the defences raised by the Defendant are without any substance. But that is not the end of the matter. Such bogus defences without any substance are argued before the court by the lawyer consuming the court’s time unnecessarily. In my opinion, therefore, merely decline leave to defend to the Defendant would not be enough, but exemplary costs will have to be imposed on the Defendant for raising such baseless defences.

. Summons for judgment is , therefore, granted. Defendant is not entitled to leave to defend the suit. Suit of the Plaintiff is, therefore, decreed in terms prayer clause of the suit. Defendant is directed to pay as and by way of costs Rs.15,000/- to the Plaintiff.

Refund of court fees as per rules.

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